

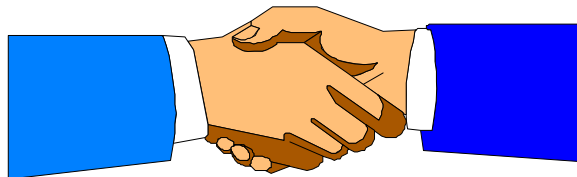
NEGOTIATED AGREEMENTS

By and Between

THE TEACHERS ASSOCIATION OF
LORDSBURG

and

THE LORDSBURG MUNICIPAL SCHOOL
DISTRICT



Classified and Professional Employee Agreements
July 1, 2007, through June 30, 2012

Revisions to begin July 1, 2009, adopted on June 8, 2009

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PREAMBLE

The negotiated agreement is described in the following pages. It documents the agreement held between the Lordsburg Municipal Schools and its employees, of whom both professional and classified employees are represented exclusively by the Teachers' Association of Lordsburg (TAL).

In a representation election held October 4, 1993, TAL was selected as the exclusive representative of the district's professional employees, excluding administrators. On May 3, 1994, a five-year agreement was signed by representatives of this bargaining unit and the Board of Education.

A representation election for classified employees of the Lordsburg Schools was conducted on September 28, 1994. Again, TAL was chosen as the exclusive representative. In subsequent negotiations during school year 1994-95, consensus on a four-year contract for classified employees was reached. Both professional and classified agreements were amended annually until their expiration on June 30, 2002.

In the spring of 2002, TAL again resumed negotiations with the Lordsburg Municipal Schools. The resulting document became the negotiated agreement between Lordsburg Municipal Schools and its employees, combining both professional and classified staff into one document. The expiration date of this agreement was June 30, 2007.

In the spring of 2007, TAL negotiated with the Lordsburg Municipal Schools regarding wages and working conditions. This document is the result of those negotiations and any subsequent "refining" negotiation sessions conducted.

The agreement contained herein, which is in effect until June 30, 2012, contains elements categorized as follows.

Section I: Articles applicable to all employees.

Section II: Articles relevant only to classified staff.

Section III: Articles relevant to professional employees.

Section IV: Signature page.

NEGOTIATED AGREEMENT

I. PROVISIONS APPLICABLE TO ALL EMPLOYEES

A. RATIONALE

In order to perpetuate and enhance the cooperative and harmonious working relationship between the school district and its employees, and to enable said employees to more fully participate in and contribute to the success of public education in local schools, the Lordsburg Municipal School District (hereinafter referred to as the "District") and the Teachers Association of Lordsburg (hereinafter referred to as "TAL") enter into these collective bargaining agreements.

B. MUTUAL RECOGNITION

The District, in accordance with the Board of Education resolution adopted on November 2, 1993, for professional employees, and the resolution of November 1, 1994, for classified employees, recognizes TAL as the exclusive representative of the District's employees, excluding administrators, administrative office staff, and salaried classified staff.

TAL, on its part, recognizes the Lordsburg Municipal School District (hereinafter referred to as the District) as the legally constituted public employer for the purpose of collective bargaining.

C. SCOPE OF NEGOTIATIONS

Negotiations between TAL and the District were conducted in accordance with guidelines established by both parties prior to the commencement of negotiating sessions. The negotiators for labor and management bargained in good faith on wages, hours, and other terms and conditions of employment.

The parties to the agreements described herein agreed that neither side was required to accept a proposal or make a concession. In addition, the parties declare that these agreements were entered into willingly and that they constitute legally binding contracts between the employees represented by TAL and the District.

The most current approved version of this contract will be made available to staff members by its being posted on the District's website.

While it is within the District's administrative purview to set the school calendar each year, the administration will solicit and consider input from the employees each year prior to recommending a calendar to the Board for adoption.

D. EMPLOYEE RIGHTS

Employees other than administrators, administrative office staff, and salaried classified staff, may form, join, or assist any labor organization for the purpose of collective bargaining through representatives chosen by employees according to procedures set

forth by state law without interference, restraint, or coercion. Such employees also have the right to refuse to form, join, or assist any labor organization.

No employee shall be required to pay "fair share" contributions under these collective bargaining agreements. Furthermore, TAL shall represent all eligible employees, both members and non-members, equally without regard to membership.

E. EMPLOYER RIGHTS

Except as limited by the provisions of these collective bargaining agreements, the District may:

1. direct the work of, hire, promote, assign, transfer, demote, suspend, discharge, or terminate employees;
2. determine qualifications for employment and the nature and content of personnel examinations;
3. take actions as may be necessary to carry out the mission of the District in emergencies; and
4. create or eliminate positions and employee classifications within positions at its discretion. In addition, it may employ personnel for longer or shorter work days and work years than the standard work days and work years specified in these agreements.
5. retain all rights not specifically limited by these collective bargaining agreements.

F. ASSOCIATION RIGHTS

The following rights are reserved solely to TAL, the exclusive representative of the District's professional and classified employees.

1. TAL has the right to use school buildings for meetings and activities, the precise time and place of which are to be arranged with the superintendent or, as the case may be, the building principal.
2. TAL may have access to bulletin board space in each building for the purpose of posting material dealing with proper and legitimate TAL business.
3. TAL members may engage in organizational activities during the work day, so long as they do not adversely affect scheduled or assigned duties. The term "organizational activities" includes all activities arising out of or incident to the existence, operation, or function of TAL.
4. TAL may use school mailboxes for distribution of materials and has authorization for use of the inter-school mail system.
5. TAL has the right to use duplicating and copy machines when not otherwise in use for school business.

6. Announcements of TAL activities may be included in school bulletins.
7. The TAL president or designee shall be granted released time to attend meetings during the normal work day when such meetings involve TAL participation in matters relevant to any section of this agreement.

G. PROHIBITED PRACTICES: EMPLOYER

1. Neither the District nor its representatives shall:
 - a. discriminate against an employee with regard to terms and conditions of employment because of the employee's membership in a labor organization;
 - b. interfere with, restrain, or coerce any employee in the exercise of any right guaranteed by the provisions of these agreements or Board policy;
 - c. discriminate in regard to hiring, tenure, or any other term or condition of employment in order to encourage or discourage membership in a labor organization;
 - d. discharge or otherwise discriminate against an employee because he/she has signed or filed an affidavit, petition, grievance, or complaint or given any information or testimony under the provisions of these contracts or Board policy or because an employee is forming, joining, or choosing to be represented by a labor organization;
 - e. refuse or fail to comply with any provision of these collective bargaining agreements.
2. During negotiations which occur while these agreements are in effect, no member of the Board or its management and negotiating teams shall engage in discussions with an employee, member of a labor organization or its representative concerning the negotiations, except as necessary to conduct said negotiations.

H. PROHIBITED PRACTICES: EMPLOYEES/LABOR ORGANIZATIONS

1. No employee or labor organization or its representative(s) shall:
 - a. discriminate against an employee with regard to labor organization membership because of race, color, religion, creed, age, sex, national origin, ancestry, and/or disabilities;
 - b. solicit membership for an employee or labor organization at a time or in a manner that interferes with any employee's job responsibilities.
 - c. interfere with, restrain, or coerce any employee in the exercise of any right guaranteed by the provisions of these agreements or Board policy;
 - d. refuse to bargain collectively in good faith with the employer;

- e. refuse or fail to comply with any collective bargaining or other agreement with the employer;
- f. picket homes or private businesses of elected officials or employees.

2. During negotiations which occur while these agreements are in effect, no employee, labor organization or its representatives shall engage in discussions with a member of the employer school Board concerning the negotiations. Neither shall an employee undermine the employer's authority or ability to negotiate with the exclusive representative.

I. STRIKES AND LOCKOUTS

TAL and the District declare their adherence to the belief that differences between them should be resolved by peaceful and appropriate means without disruption of school programs. TAL, therefore, agrees that there shall be no strikes, work stoppages, or other concerted refusal to perform work by its membership, nor any instigation thereof. The District, on its part, affirms that it will not cause, instigate, or engage in an employee lockout.

J. GENERAL DUTIES OF EMPLOYEES

Employees shall present themselves for duty to the superintendent of schools or his/her designee in accordance with the terms of their contracts. They are expected to perform faithfully and fully the duties of the positions which they are assigned. In addition, they are expected to attend all applicable school meetings called by those empowered to do so.

Personnel who find it necessary to leave their assigned buildings during the work day shall obtain approval to do so from the building principal or his/her designee.

K. SALARIES

Uniform salary schedules for employees are negotiated annually by TAL and the District. Salary schedules are adopted for a specified year and there shall be no expectation that any schedule can be continued into a succeeding year, nor that incremental increases can be sustained.

Should a discharge or termination occur within the school year, or an employee resign during a school year, the employee shall receive only that portion of the yearly salary which corresponds to the portion of the work year completed. This shall be determined by taking the daily rate of the salary and multiplying it by the number of days worked until discharge/termination. The difference between what has already been paid in salary and what is due shall constitute the final payment to the employee. When applicable, hourly computations may be used.

L. TASK INCREMENTS

Task increments are generally for the purpose of compensating personnel whose duties during the term of their regular contracts are considered to be greater than those usually expected for the position. In most instances, these extra duties involve time commitments outside of the regular school day and may include time commitments prior to the yearly contract period or subsequent to the end of the regular school year contract. Should a person leave a task increment position prior to the completion of the task for which the increment is paid, the superintendent shall determine the portion of the task which has been completed and shall pro-rate the increment accordingly.

M. INSURANCE BENEFITS

1. Worker's Compensation

All employees of the District shall be covered by Worker's Compensation Insurance.

2. Accident, Health, Hospitalization, and Related Insurance

Employees who work a minimum of 15 hours per week are eligible for medical insurance. The District shall contribute as specified below toward the payment of employee premiums for (a) group health, (b) dental, and (c) vision care insurance.

<u>Contracted Salary</u>	<u>District Contribution</u>
Under \$15,000	75% of Premium
15,000-20,000	70% of Premium
20,000-25,000	65% of Premium
Over \$25,000	60% of Premium

3. Term Life Insurance

Employees who work a minimum of 15 hours per week are eligible for term life insurance. The District shall pay 100% of the premium amount required to provide each employee with a \$25,000 term life insurance policy.

4. Liability Insurance

Insurance coverage for legal defense of damages claims, and payment of judgments or settlements, is provided for District employees. Such legal protection is available in the event that an employee is named in a lawsuit for damages within the scope of coverage due to acts committed, or alleged, while acting for or on behalf of the District, that were within the scope and duties of his/her employment, provided that such acts were not criminal, fraudulent, or taken with actual intentional malice to cause the injury or damage claimed. This insurance coverage is subject to the limitations and exclusions of the NMPSIA insurance policy and in accordance with the New Mexico Tort Claims Act. In addition, the District participates in NMPSIA's *Limited Criminal Defense Coverage* for staff members. Information regarding this coverage is available at the District's administrative office.

5. Disclaimer Clause

All insurance coverage is subject to NMPSIA contracts with carriers. Changes by the NMPSIA and state or federal statutes will accordingly affect the coverage described in this agreement. When such changes occur, language in provisions 1-4 of Article M shall be amended to reflect revisions in coverage after consultation between TAL officers and District management personnel.

N. DUES DEDUCTION

The District shall deduct TAL dues from the salaries of employees upon receipt of written authorization to do so from the association president and individual members. No employee shall be subject to this provision until his/her signed authorization form has been submitted to the District's business office.

All TAL dues withheld shall be remitted to the association within ten (10) work days of the payroll date on which the deductions are made.

The District shall not deduct dues for any labor organization except the exclusive representative of its professional and classified employees.

O. PERSONNEL FILES

The superintendent shall maintain personnel records for all employees and house them in fire-proof cabinets located in the district administrative office.

No anonymous or unsigned information may be placed in any file.

Employee records shall be open to inspection by the following individuals:

1. The employee concerned, but only in the presence of the superintendent or his/her designee. References shall not be open to the employee unless the record indicates that the person(s) providing the reference(s) has signed an agreement permitting the employee to see the reference(s). In addition, interview and reference notes recorded by District administrators during the application process shall not be made available for inspection.

The employee has the right to be accompanied by any individual while examining his/her file and to receive copies of all items therein, exclusive of those specified in the preceding paragraph. All copies after the second request within a fiscal year shall be made at the employee's expense, at a cost of twenty five (25) cents per page, and

2. The Superintendent, the Superintendent's staff or other administrators on a need-to-know basis, and
3. The Board during executive personnel sessions, and
4. Representatives of regulatory or accrediting agencies as required for conducting official business.

Personnel records of employees shall not be made available to other persons without the express written consent of the employees. Materials shall not be removed from the files except for review. No personnel record shall be taken from the district administrative office. The district may, at its option, convert any and all contents of an employee's file to digital format for long-term storage, destroying the paper version after digitizing has occurred.

When a court of law determines that an evaluation was done arbitrarily or capriciously, it shall be removed from the file upon receipt of the court's written authorization to do so. The authorization shall be inserted in the employee's file, and, if appropriate, provisions made to conduct another evaluation.

P. MILEAGE REIMBURSEMENT FOR ACTIVITY DRIVERS

The pay schedule for activity bus drivers who drive vehicles requiring a Commercial Driver's License will be at the rate of \$.40 per mile. Drivers who drive vehicles that do not require a CDL but transport students to a planned activity will be paid \$.20 per mile. In order to drive students to an activity, the driver must be approved by the Superintendent.

Additionally, drivers who do not receive an increment related to coaching or sponsoring the activity and who are spending "wait time" outside their regular work schedule will be entitled to "wait time" pay at the rate of \$10.00 per hour, with a minimum of \$20.00 per trip for drivers eligible to receive "wait time" pay.

"Wait time" is defined as that time in which the driver is at the event waiting for the activity group in order to transport them to another location or home. Time spent in a motel room or in a restaurant while eating is not considered wait time.

Maximum driving time limitations of 10 hours driving, 8 hours of continuous driving, and 15 hours of on-duty time during a 24-hour period shall apply for all drivers. Drivers must refuse to operate district vehicles whenever these limits will otherwise be exceeded.

When the activity group provides meals and/or lodging for the group, it will also provide meals and/or lodging for the driver(s). In the event that the group does not provide meals and/or lodging, and by approval of the transportation director, the driver(s) may be entitled to per diem according to Board policy. On all overnight student travel, the activity driver(s) is entitled to his/her own room and bed. On all trips, the activity driver(s) shall not be utilized as sponsor(s) or chaperon(es) if this responsibility will cause the driver to exceed on-duty limitations.

Unusual situations may be negotiated on an individual basis between the district and the driver.

Q. LEAVES

GENERAL INFORMATION

For additional specific information regarding specific types of Leave, not included within this agreement, see Board Policy Manual, Section 5.

The immediate family of an employee is the spouse, child, grandchild, parent, sister, brother, grandparent, son-in-law, daughter-in-law, sister-in-law, brother-in-law, mother-in-law, father-in-law, a person who served as the guardian for the employee prior to the employee becoming an adult, a person for whom the employee is legally responsible, and others who reside in the same household with the employee.

All leaves will be requested through the immediate supervisor and approved by the superintendent or designee unless otherwise provided herein.

Leave is reported in half day or full day increments. Half-day leave is defined as an absence for up to four hours. Full day leave is defined as an absence over four hours. An absence of less than one hour contract time that does not require a substitute, upon the approval of the appropriate administrator, does not require leave.

Inappropriate use of any leave may be cause for disciplinary action including dismissal and/or denial of paid leave.

1. SICK

All full-time employees, professional and classified, shall accrue sick leave at the rate of approximately one (1) day per month with the balance of days being available up front (3 days for nine-month employees, 4 days for ten, eleven, and twelve-month employees).

Employees may accrue the following number of sick leave days annually, accumulative to the maximum number of days specified:

Nine-month employees (183 – 199 days): 12 days annually, accumulative to 90 days

Ten-month employees (200 – 219 days): 14 days annually, accumulative to 95 days

Eleven-month employees (220 – 239 days): 15 days annually, accumulative to 100 days

Twelve-month employees (240+ days): 16 days annually, accumulative to 105 days

Employees employed for less than nine-months or on a part-time basis shall have their leave accrual prorated.

Immediate supervisors will oversee absences.

In the event that the absences of an employee exceed the number of sick leave days accumulated to date, a salary deduction equal to the amount of time of the absence shall be made for each day of absence beyond the accumulated number of sick days. The pay deduction shall be reflected monthly.

“Sick leave” is defined as the absence of the employee because of:

- a. personal illness or injury
- b. illness of an immediate family member

- c. death of relatives of the employee or spouse
- d. birth and first-year care of a child
- e. adoption or foster placement of a child (for one year following the date of adoption or placement)

Use of sick leave due to the employee's own serious health condition; to care for an immediate family member; due to childbirth and/or infant care; or due to placement of a child with the employee for adoption or placement of a child with the employee by a state agency for foster care, as described in the Family and Medical Leave Act (FMLA) policy, shall be considered use of FMLA.

Use of such leave shall be subject to the requirement of the District's FMLA policy regarding medical certification, and of the policy regarding substitution of paid sick leave for Family and Medical Leave.

Where sick leave is foreseeable based upon planned medical treatment, the employee shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the operation of the District. In addition, in the case of foreseeable leave, the employee shall provide the District with no less than 30 days notice, before the date the leave is to begin, of the employee's intention to take leave for a serious health condition under the sick leave and FMLA policies. If the employee is unable to provide 30 days notice, the employee must provide as much notice as possible.

Use of sick leave due to the death of relatives who are not defined as immediate family of the employee or spouse shall not be considered use of FMLA. Such absences shall, however, be counted against the total days of sick leave available to the employee through District policy, as per provisions duly adopted by the Board.

When an employee of the District indicates in writing his/her intention to retire and submits documentation that he/she has applied for retirement benefits under the provisions of the Educational Retirement Act (ERA), the employee shall be compensated for unused sick leave accumulated upon retirement or at the end of the current contract. The rate of compensation shall be twenty (20) dollars per day up to a maximum of 105 days as determined by the employee's current contract.

The payment of the sum due shall be made within 60 days of the final date of employment. All applicable taxes and deductions shall be withheld from the check issued.

2. EXTENDED SICK LEAVE

Any employee who is absent for more than five consecutive days must complete an extended sick leave application unless the absence is an approved leave of some other type. The extended medical leave application should be completed with as much advance notice as possible.

An employee who has been employed by the District for more than three (3) years who is unable to work because of a personal illness, or the illness of an immediate family member, and who has exhausted all available sick leave may be granted

leave for the duration of the illness or disability, up to one year, without pay. Any request for this leave must state the probable date of return and be accompanied by a verifying physician's statement. Before returning, such employee must submit a physician's release to return to work after personal illness.

3. PERSONAL

Employees may use two (2) days of their sick leave accumulation per year for personal reasons at no reduction in pay.

Application for personal leave must be made with the building principal at least ten (10) days prior to the proposed date of such leave, when possible. In cases where extenuating circumstances exist, the principal may waive the ten (10) day prior notice requirement.

Personal leave is subject to the availability of substitutes, as determined by the building principal, and to the approval of both the principal and superintendent.

Personal leave is not accumulative.

Personal leave approval is not a unilateral decision on the part of the employee and failure to work cooperatively with supervisors in arranging the leave may be considered grounds for termination of employment.

4. EXTENDED PERSONAL LEAVE

Extended personal leave may be granted to employees in addition to the two days of personal leave.

Application for extended leave must be made to the principal. Extended personal leave is subject to the availability of substitutes, as determined by the building principal, and to the approval of both the principal and superintendent.

Employees on extended personal leave shall have deducted an amount equal to their daily contracted salary for each day of extended leave.

Extended personal leave shall not exceed twenty (20) work days.

Extended personal leave approval is not a unilateral decision on the part of the employee and failure to work cooperatively with supervisors in arranging the leave may be considered grounds for termination of employment.

5. PROFESSIONAL

Leave with pay may be granted for professional visitation and attendance at job-related meetings, conferences and training services or other activities that, in the Superintendent's judgment, would be beneficial to the work of the employee or to the District.

Questions concerning professional leave and applications for professional leave should be directed to the principal or other applicable supervisor. Professional leave is subject to the approval of both the principal and superintendent, which approval must be granted prior to the leave.

Such leave may or may not involve the reimbursement of expenses, including substitutes, depending upon the mutually agreeable arrangements made prior to the leave.

6. JURY DUTY/COURT SUBPOENA

Absence will be granted when an employee is subpoenaed to appear in an official proceeding, if such proceeding does not involve self-employment and does not concern the employee's own personal life.

Leave will be granted to an employee for appearance in court as a witness, to serve on a jury, or to respond to an official order from another government jurisdiction for reasons not brought about through the connivance or misconduct of the employee.

Employees shall notify their immediate supervisor of their desire to apply for such leave as soon as possible prior to the date services must be rendered.

Jury duty is considered professional leave, but any payment received for jury duty that is not reimbursement for expenses shall be endorsed over to the District. Failure to comply shall cause an amount equal to the payment to be deducted from the salary of the employee.

7. ANNUAL

Twelve-month employees shall be entitled to twelve (12) days of annual leave, but with the provision that annual leave cannot be earned while the employee is on another leave without pay.

Upon resignation, retirement, or death, any twelve-month employee shall be entitled to and shall be paid for a maximum of fifteen (15) days of earned and unused annual leave.

Annual leave will not be granted for more than the number of days earned by the employee at the time of leave. Annual leave will be granted only for such times as will least interfere with the efficient operation of the schools. Annual leave with pay is not earned by, nor granted to, part-time employees. Part-time employees are employees whose standard work week is less than twenty (20) hours.

Individual employees apply to their supervisor for use of annual leave. Annual leave is subject to the approval of both the supervisor and superintendent.

The Superintendent has the authority to schedule leave for an entire group, if they are needed for District service (example: custodial and maintenance for summer work) at the same time.

Annual Leave Approval Procedure

Twelve month full-time employees may apply for vacation leave for consecutive days up to the number of earned days accumulated.

Supervisor may limit number of days granted if (1) school is in session, or (2) absence would be disruptive to the operation. Final approval authority lies with the Superintendent, who may either fully or partly approve any annual leave request.

The Supervisor and/or Superintendent may deny requested annual leave if it will cause too many individuals with a common area of assignment to be absent concurrently. Considerations in this case shall include, but not be limited to: length of employment with the District, specific job assignments, date request was received, number of accumulated annual leave days, etc. Every case will be handled as an isolated case when applying considerations.

8. FUNERAL

Employees may be excused without loss of pay, by their immediate supervisor, for a period up to three hours, to attend funeral services of someone who is not an immediate family member, provided no substitute is required.

If a substitute is required, or the absence is greater than three hours, the employee must request another appropriate type of leave prior to the funeral.

9. MATERNITY/PARENTAL

Addressed as part of the Family Medical Leave Act (FMLA).

10. ADVANCED STUDY

An employee who has been employed by the District for five (5) or more years immediately preceding the request for leave is eligible to receive advanced study leave without pay.

Prior to returning to employment to a position as indicated in the letter of leave approval, the employee must provide verification of advanced study by submitting to the Superintendent an official transcript indicating the earning of no less than nine (9) hours per semester or eighteen (18) hours per year.

11. MILITARY

As provided by law, employees who are members of an organized unit of the National Guard, or reserve unit of any of the U.S. military branches shall be given military leave with pay up to fifteen (15) days annually, in accordance with their official orders when they are ordered to active duty training with such organized units.

As provided by law, employees who leave their employment to enter the armed forces, voluntarily or involuntarily, have the right to return to employment provided certification of satisfactory service and application for re-employment occurs within thirty-one (31) days of separation from active duty.

12. POLITICAL

Upon request with advanced notice, the Superintendent may grant an employee political leave without pay to campaign for election or serve in public office. If the leave is for an entire school year, the employee will be returned to the position held but if the leave is only for a portion of the year the employee will be returned that school year only if a vacancy exists for which the employee is qualified or if a mutually agreeable arrangement has been made and approved by the Superintendent.

Employees wishing to take this leave shall assume full responsibility for all personal insurance costs/coverages.

13. PUBLIC SERVICE

Employees appointed or elected to other than full time government office, boards or commissions may be granted leave without pay not to exceed a total of two (2) days per month for required service. This does not include service on Public Education Department (PED) committees, task forces, etc., which would fall under professional leave.

Public service leave is not cumulative and is subject to the approval of both the supervisor and superintendent.

14. ABSENCE DUE TO INCLEMENT WEATHER

Employees unable to report to work due to inclement weather are to notify their building principals as early as possible.

As a rule, no salary reduction shall be made for absence due to inclement weather if the employee cannot make it to work because all feasible routes to Lordsburg are officially closed to traffic. Abuse of the leave shall be cause for salary deduction. If a salary deduction is made, it shall be an amount equal to the employee's daily pay.

Determination shall be on a case-by-case basis, with sole discretion regarding the necessity of the absence resting with the superintendent.

15. FAMILY MEDICAL LEAVE ACT

This Leave Article is in compliance with the Family and Medical Leave Act (FMLA) enacted in 1993.

The provisions of the Act entitle eligible employees to take up to twelve (12) weeks of unpaid, job protected leave each year for specified family and medical reasons. To be eligible for FMLA benefits, an employee must have worked for the District for at least a total of twelve (12) months and at least 1,250 hours over the most recent twelve (12) month period.

An eligible employee is eligible for up to a total of twelve (12) work weeks of unpaid leave during any twelve (12) month period for one or more of the following reasons:

- a. for the birth or placement of a child for adoption or foster care;
- b. to care for an immediate family member with a serious health condition; or
- c. to take medical leave when the employee is unable to work because of a serious health condition.

Spouses employed by the District are jointly entitled to a combined total of twelve (12) workweeks of family leave.

Leaves that fall within the FMLA will be credited toward the twelve (12) weeks of entitlement.

16. EMERGENCY LEAVE

Two days of emergency leave, separate and apart from sick leave, are available each year to employees of the system. Emergency leave may be granted for funerals, serious illness of friends, court appearances, etc.

Except in cases of extreme emergency, the employee shall apply at least five (5) days prior to the proposed date of such leave to the principal/supervisor. In cases of extreme emergency, the five (5) day prior notice may be waived by the principal. The principal approves the leave and shall notify the superintendent of all emergency leave requests.

Emergency leave is not accumulative and should not be considered as vacation time.

No deduction in salary is made for approved emergency leave.

17. RELEASE TIME

Employees of the District who are the parents or guardians of children who attend the Lordsburg Municipal Schools shall be granted released time to attend parent/teacher conferences or regularly scheduled parent/teacher conference days provided such conferences do not interfere with duties or responsibilities which cannot be accomplished at another time.

18. NOTIFICATION OF ACCUMULATED LEAVE

Employees of the District will be notified twice annually, at approximately the third and ninth months of the fiscal year, of the accumulated leaves available to them individually as of the beginning and middle of the year. This information will generally be distributed with payroll checks and stubs.

R. CATASTROPHIC SICK LEAVE BANK

The Catastrophic Sick Leave Bank (CSLB) can only be used for catastrophic illness of an employee, or for the same involving immediate family members (spouse, father, mother, brother, sister, child) of the employee when the employee is the sole care giver for the immediate family member, provided there is no one else to take

care of that immediate family member. All other forms of available leave must be exhausted before an employee is eligible to receive days from the CSLB.

Catastrophic illness is defined as a severe illness or temporary disability, or combination of such, that is life threatening or requires extended hospitalization or home confinement, requires the continuing services of a licensed physician, whether due to illness or injury, and requires the affected employee to miss ten or more consecutive days of work. Pregnancy and elective surgery are not considered valid reasons for the use of CSLB days.

CSLB participation is voluntary and open to all employees who earn sick leave. Any employee in the district may donate one day per school year to the CSLB from his or her individually available sick leave. Once the donated day is in the bank, the employee permanently loses all control of that day, and its allocation will be at the discretion of the Review Team.

An employee must have donated to the CSLB during a particular district fiscal year to be eligible to apply for days from the CSLB for use during that year. Donation of leave must occur within the donating employee's first 30 working days of the fiscal year.

If the CSLB exceeds 200 days at the beginning of a fiscal year, donations during said year will only be expected of newly hired employees wishing to participate. Other employees wishing to participate must have contributed a day during the most recent previous year in which donations were accepted.

All newly hired employees will be subject to the pre-existing conditions clause as set forth in the existing medical insurance programs of the district before becoming eligible for any withdrawals from the CSLB.

Each year, a Review Team, made up of one representative from Teacher's Association of Lordsburg and one school administrator, will be formed to review each application for CSLB days. Each request requires a unanimous vote of the Review Team for approval.

If the Review Team cannot reach consensus, the Superintendent shall review the request and the reasoning of each Review Team member supporting their conflicting votes and may also seek additional information from the requester. The Superintendent will cast the tie-breaking vote.

An employee shall request sick leave from the CSLB in writing on the approved form. A doctor's medical report must be attached to the request for days from the CSLB. The report must specify the severity of the illness or indicate if the surgery is an emergency or elective procedure. It must also estimate the time needed for recovery and return to work. For family situations, the report must estimate the time for which the employee's provision of care will be required.

CSLB grants shall not exceed ten working days per application. Upon expiration of the days granted by the Review Team, the employee can reapply for additional days if needed. A reapplication requires a current progress report from the physician.

Days granted shall be limited to a maximum of thirty days to any particular employee during any particular fiscal year.

Approval for family situations will only be granted if the employee is determined to be the only one who can take care of that family member. The Review Team cannot grant days to anyone beyond those already donated to and available through the CSLB, causing the CSLB to operate in a "deficit" mode.

If CSLB days are not used by the awarded employee for the date(s) and purpose(s) specified in the application, those days revert to the credit of the CSLB.

The CSLB cannot be used by employees receiving worker's compensation remuneration for the same specific cause(s). If the request is for personal use, the Review Team can only grant up to the number of days needed to reach the implementation of worker's compensation.

The decision of the Review Team shall be forwarded to the Superintendent and to the applicant. If the decision favors the applicant, it shall stand. If the applicant is not satisfied with the decision, he or she may appeal the decision to the Superintendent. The appeal must be made within five working days after notification of the Review Team's decision. The Superintendent may only override the Review Team's decision if the applicant clearly demonstrates that the Review Team acted unfairly in its application of this policy or acted contrary to this policy.

S. NOTIFICATION OF EMPLOYMENT STATUS

Employees shall be sent written notification of action(s) taken by the Superintendent relevant to their employment status within five (5) work days of the date of such action(s). Action(s) for which such notification is required includes reemployment, termination or discharge, and RIF.

T. DISCHARGE/TERMINATION

The Superintendent shall adhere to all applicable state laws and regulations with regard to the discharge or termination of any employee.

U. REDUCTION IN FORCE (R.I.F.) PROCEDURES

I. AUTHORITY

Pursuant to NMSA 1978 § 22-5-14 (2003), the Superintendent has the authority to discharge professional school personnel during the term of their contracts or to terminate professional school personnel and classified school employees with rights created by NMSA 1978, Section 22-10A-24(C) (hereafter "tenured employees"), after notice and a hearing when a reduction in such personnel is required as a result of circumstances justifying a reduction in force as specified herein. Reduction-in-force (R.I.F.) is "just cause" for discharge of professional school personnel and terminations of tenured employees, when established pursuant to this policy. This policy is adopted as the procedure by which reductions in personnel who are covered by the policy may be accomplished, within the context of the District's general personnel policies.

II. BOARD DISCRETION

The Board is vested with the discretion to develop educational policies for the District, so long as the state educational standards and statutorily-required standards are met. The Superintendent, in carrying out the educational policies of the Board and administering and supervising the District, shall exercise his or her discretion in accordance with this policy in determining when decreased enrollment, financial exigency or other causes justify a reduction in personnel.

III. GROUNDS JUSTIFYING REDUCTION IN FORCE

Situations that justify a R.I.F. shall include, but are not limited to, the following:

- A. decrease in student enrollment or reduced student demand for or participation in programs or activities;
- B. decrease in revenue:
 - 1. because of decrease of student enrollment;
 - 2. because of loss or reduction of tax revenues;
 - 3. because of reduction of state, local, or federal financial support; or
 - 4. because of inflation reducing the value of revenues received or significantly increasing costs of operation;
- C. change in the educational program of the District;
- D. consolidation or de-consolidation involving the District;
- E. court orders;
- F. orders of the Secretary of Education;
- G. legislative mandates;
- H. unanticipated financial or programmatic exigencies identified by the Superintendent which warrant initiation of a RIF process.

IV. GOOD FAITH DETERMINATION

The Superintendent shall exercise discretion in good faith, and determination that a R.I.F. is necessary shall be based on bona fide educational considerations, and shall not be a subterfuge for discharging or terminating personnel without just cause or for impermissible reasons.

V. TIMING OF REDUCTION IN FORCE

A R.I.F. may occur at any time during the calendar year when the Superintendent, in his or her discretion, determines that it is justified and the procedures prescribed herein are applicable and are followed. A R.I.F. may be based upon projections of future enrollment, revenues or expenses, and the subsequent receipt of more revenue than expected or a subsequent saving of projected expenses shall not invalidate any

actions previously taken in good-faith reliance on such projections, nor shall it require the reemployment of any employees who were released on the basis of such projections.

VI. DETERMINATION OF NEED FOR REDUCTION IN FORCE

Except as required by legislative mandate or orders of the State Secretary of Education and to the extent that circumstances permit, the Superintendent, with the assistance of the administrative staff, shall report to the Board any circumstances which may ultimately require a R.I.F., in order that notice be given to personnel of the possibility of a R.I.F. and so that consideration be given to means by which a R.I.F. may be avoided. Preparation of a R.I.F. Plan shall not be necessary if the reductions can be accomplished through attrition (i.e. resignations, retirements, etc.), or by termination of a sufficient number of nontenured staff.

A. Preparation of R.I.F. Plan

When the Superintendent concludes that a R.I.F. is necessary, a plan for R.I.F. shall be developed for presentation to the Board. The R.I.F. plan shall not identify individuals to be discharged or terminated, but rather shall focus upon the total educational program of the district and how it may be modified to reduce costs, programs and personnel while still providing the educational program required of school districts and the particular educational needs of the District. Where circumstances warrant, a R.I.F. plan may address particular programs, departments, school sites, content areas or activities if the causes for the R.I.F. predominately impact that aspect of the educational program. Such impact shall be described in the R.I.F. plan. The R.I.F. plan shall include, but need not be limited to, the following:

1. a detailed description of the cause or causes requiring a R.I.F.;
2. a description of all adjustments already made by the Administration in an attempt to avoid a R.I.F., if any (e.g. reduction by attrition, abolition of non-essential services or activities such as extra-curricular programs, etc.);
3. a designation of the part or parts of the total educational program or particular program or activity in which the R.I.F. is proposed and the number of positions proposed to be reduced in each program or activity;
4. a designation of non-essential services or activities which are to be retained, with a justification for retaining such programs; and

The Superintendent shall include in the R.I.F. plan a listing of all extra-curricular, co-curricular and athletic programs or activities which may be considered for rating points in the proposed R.I.F. rating sheet and the proposed weight to be given each category of such programs or activities for discussion at the public meeting at which the R.I.F. plan is considered.

B. Board Considerations

The Board shall consider the recommendations of the Superintendent for the adoption of the R.I.F. plan at a duly-called board meeting, the public notice of which announces that a R.I.F. will be considered. The discussion and action on the plan shall be in open session; however, nothing herein shall restrict the Board from holding portions of those discussions in closed session, if such discussion would be proper under the New Mexico Open Meetings Act. The Board may allow such review, consultation, and comment by employees and members of the public, as the Board, in its discretion, deems appropriate. The Board may propose modifications to the plan recommended by the Superintendent as it deems appropriate, provided that the Superintendent shall be the final decision-maker on the content and scope of the plan after giving due consideration to the Board's proposals.

If a mid year R.I.F. is proposed which would require the discharge of tenured certified staff, the Superintendent and Board shall adopt a joint determination as to the projected financial burdens to the District in the future and concluding that the District cannot survive financially for the fiscal year already underway if the R.I.F. is not carried out.

Any final plan for a R.I.F. shall be made available to all staff, by providing copies thereof in the office of each building principal and at the Superintendent's office, within two (2) work days after the final plan has been approved by the Superintendent.

C. Adopted Plan

If a R.I.F. plan is adopted, the Board shall not be required to deplete its operational cash balances maintained or carried over as permitted by NMSA 1978 § 22-8-41C and Section 71, Laws 2003, Ch. 153 in order to avoid the R.I.F., if the Board, in its discretion, determines that the cash balance must be maintained at the level determined by the Board, in order to cover other permitted expenditures or as a contingency for unforeseen expenditures or emergencies.

Based upon the approved R.I.F. plan, the Administration shall perform a study of the District's personnel to determine which person or persons must be wholly or partially terminated or discharged in order to implement the plan. The primary concern to be applied in making the R.I.F. selections shall be the District's interest in maintaining a sound and balanced educational program which is accredited and meets state and federal or regulatory requirements or standards, as well as the educational and extra-curricular program established for the District. In performing the study, the School Administration shall prepare a rating sheet and apply a point scale using the criteria applicable to the affected personnel specified in the following section.

VII. CRITERIA FOR SELECTION OF EMPLOYEES FOR R.I.F.

A. Professional Personnel

1. Licensing as Qualification/Substandard Licenses

Substandard licensure is inferior to full licensure, and a person who is fully licensed to teach within the presently assigned content area shall be retained in preference to a person holding a substandard license.

- (a) A person holding a "teaching waiver" of licensure requirements approved by the Public Education Department (per NMSA 1978 Section 22-10A-14B) shall be treated as having substandard licensure for the purpose of this policy, and shall receive zero (0) points for licensure in the survey and on the rating sheet.
- (b) A professional person working in the affected content area pursuant to an "assignment waiver" (per NMSA 1978 Section 22-10A-14C), but possessing full licensing in another content area not affected by the RIF shall be allocated five (5) points on the rating sheet.
- (c) A person who is fully licensed and teaching in the affected content area shall be allocated ten (10) points on the rating sheet.

2. Endorsements

Professional personnel possessing teaching endorsements recognized by the Public Education Department beyond those requested or required as qualifications for the individual's current assignment or content area shall receive an additional two (2) points per current valid endorsement, up to a maximum of six (6) points.

3. Extracurricular Licensing/Experience/Assignment.

Licensing, experience and current assignment in the extra-curricular or co-curricular activities which are to be retained as an integral part of the district's overall program for its students may be considered as a qualification requirement, in addition to licensure status, in making selection of personnel to be released under this policy. Head coaches or trainers possessing current licensing as a coach or trainer who are also professional employees of the district may be allocated two (2) points for each head coaching or training assignment up to a maximum of six (6) points for all current assignments. Licensed assistant coaches who are also professional employees of the district may be allocated one (1) point for each assistant coaching assignment up to a maximum of three (3) points for all current assistant coaching assignments.

The Superintendent shall also possess the discretion to grant up to, but no more than, three (3) points for current extra-curricular or co-curricular assignments, requiring specialized knowledge, training, expertise, or significant time commitment, but for which licensing is not available, in programs or activities which the District has determined to retain as an integral part of its overall program.

No employee may receive in excess of ten (10) total points on the rating sheet for extracurricular, athletic or co-curricular assignments. The Administration shall include in the proposed R.I.F. Plan a listing of all extracurricular, athletic and co-curricular programs or activities which may be considered for rating

points in the proposed R.I.F. rating sheet and the proposed weight to be given to each category of such programs or activities for discussion at the Board meeting at which the R.I.F. Plan is considered.

4. Service in District

Where cumulative scores on the rating sheet are equal between two or more school instructors being considered for termination or discharge, tenured school instructors shall be retained in preference to school instructors who have been employed by the district for less than three consecutive school years of service.

- a. Each individual considered for termination or discharge shall be awarded one (1) point for each year of full-time service during the most recent period of uninterrupted service with the district, prior to the current year, excluding approved extended leaves of absence, up to a maximum of twenty (20) points.

5. Education

The amount of credit for education shall be determined based on degree and additional hours:

(1)	B.A.	1 point
(2)	B.A. + 15	2 points
(3)	B.A. + 45 or M.A.	4 points
(4)	M.A. + 15	6 points
(5)	M.A. + 45 and higher	8 points

6. Performance [Optional - The School Superintendent shall determine whether this criterion shall be used at the time the R.I.F. Plan is approved.]

The current supervisor of each school instructor considered for termination or each person considered for discharge shall rate the relative performance of each such person on a rating form to be prepared by the Superintendent, or under his/her direction. Such rating form may be based on the district's standard evaluation form(s) rating teacher competencies but may include additional competencies identified by the Superintendent which reflect his or her judgment as to the attributes necessary for success in the particular program(s) affected by a R.I.F. The rating form shall include not more than a total of ten standard and specific competency areas, shall specify the score for each performance category or attribute, and shall allow for a maximum score of twenty (20) points. The supervisor(s) may consult with the Superintendent concerning the implementation of the evaluation. The supervisor(s) shall complete the rating forms and return them to the Superintendent within the time specified for completion of the evaluations.

If different individuals considered for a R.I.F. have different supervisors, the supervisors may consult with each other and/or with the Superintendent to insure that the rating system is applied uniformly. There shall be no requirement of observation of performance by a supervisor specifically for the purpose of completing the rating form; however, each supervisor shall review prior evaluations of the individuals considered for a R.I.F. for a period of the

three (3) years immediately prior to the R.I.F, if available. Where a supervisor lacks familiarity with an individual's performance (e.g., a new supervisor), the Superintendent may assign the evaluation to a present or past district administrator or supervisor who has greater familiarity with the individual's performance. The Superintendent may devise such other measures as he or she deems necessary to address with situations where implementation of the performance rating cannot occur in the normal manner, so long as such measures are rationally designed to award points to professional personnel based on the employee's performance.

B. Selection Based on Scores

The Superintendent shall total the points allocated based on the criteria specified above. The person with the lowest score shall be the person who is released by termination or discharge unless such action would have a serious and detrimental effect on the total educational program. In such event, the Superintendent may select a higher scoring person for termination or discharge but shall prepare a written justification for such action in the best interests of the district, along with the rating sheets for such positions. The computations of the Superintendent, plus the rating forms on the persons considered for release, shall be available for review by the person released.

C. Transfers/Reassignment

If, as a result of the application of the selection criteria, a person is selected to be released from the affected program, but such person ("the affected person") is also licensed and qualified for another program(s) within the district, the person shall be considered for transfer or reassignment to such program(s). The fact that there are one or more other licensed employees within the program affected by the R.I.F. who scored higher than the affected person, and that such person(s) may be licensed and qualified to teach or administer in other programs in the district, shall not require that the higher scoring persons be transferred or reassigned to the other program or programs, even if there is a vacancy in the other program or programs. The transfer/reassignment obligation shall not arise until after the selection of the person or persons to be released from program affected by the R.I.F. and shall only apply to the person or persons selected for release. Consideration of transfer or reassignment of the affected person shall be governed by the following criteria:

1. Existing Vacancy If, upon the effective date of the termination or discharge due to a R.I.F., there is an existing vacancy in another program for which the affected person is licensed and qualified, he or she shall be transferred or reassigned to that vacant position. There shall be no obligation to create a vacancy to accommodate such person.
2. No Existing Vacancy Where the affected person is licensed and qualified for another program or programs in the district, but all such positions are currently filled, the selection criteria described above, subject to the modifications described below, shall be applied to determine whether the affected person will be transferred or reassigned to another program and another person, currently employed in the other program, shall be released.

- a. If the person is fully licensed for a position in another program or an administrative position but has not actually taught in such program or held such an administrative position during any part of the preceding five (5) school years, such person shall not be considered qualified for transfer or reassignment to the other position.
- b. If neither the Superintendent nor the current supervisor of the program has observed the person being considered for transfer or reassignment performing the duties of the other program, it is impractical for the relative performance of the person being considered for transfer or reassignment and the person or persons currently teaching or administering in the program to be rated based on direct observation. Under such circumstances, the Superintendent or his/her designee shall make a judgment as to the likely performance of the person being considered for transfer or reassignment and assign the performance score which may be used in the selection process in comparison to the person or persons currently employed in the other program. The Superintendent or designee shall consider the affected person's performance in other programs and his/her knowledge of all persons in the program in question in making the judgment, and may consult with other knowledgeable persons in making this determination.

Each licensed instructor or administrator discharged and each tenured employee terminated pursuant to this policy shall be entitled to the procedural rights provided under the applicable statutes and regulations of the State Secretary of Education governing discharge of professional school personnel or the termination of tenured employees. The written decision of the Superintendent, to the extent required by statute and regulation, shall clearly specify that the termination or discharge resulted from a R.I.F. and not from any cause personal to the person released.

D. Classified Personnel

Seniority shall be the primary criterion in determining which classified personnel shall be recommended for complete or partial termination in order to implement the R.I.F. Plan. More senior classified personnel ordinarily shall be retained in preference to less senior classified personnel within the same job category. However, where multiple positions and programs are potentially affected by the R.I.F., the School Administration may prepare a rating sheet which includes the following criteria in making the selection:

1. Specialized Qualifications/Licenses - Specialized training/certification or licensing directly related to the current job duties of the classified employee (e.g. electrician's license held by maintenance employee) may be allocated up to, but no more than, five (5) points. This factor excludes credit for extra-curricular licensing.
2. Service in District - Each classified employee rated shall be awarded one (1) point for each complete school year of full-time service during the most recent period of uninterrupted service with the District, up to a maximum of twenty (20) points. Periods of extended leave of absence without pay shall not be included.

Where cumulative scores are equal, tenured classified individuals (those who have completed three full consecutive years of service in the District) shall be retained over nontenured classified individuals.

3. Performance - [Optional - To be used only if directed by School Superintendent] If two or more individuals have equal ratings on the above criteria, the current supervisor of each person classified as support staff who is considered for termination shall rate the relative performance of such person on a rating form to be prepared by the Superintendent. Such rating form will be designed based on the District's performance evaluation form for classified employees. The rating form will allow for a maximum score of twenty (20) points. The forms will be returned to the Superintendent for tabulation.

If different individuals considered for a R.I.F. have different supervisors, the supervisors may consult with each other and/or with the Superintendent to insure that the rating system is applied uniformly. Each supervisor shall review prior evaluations of the individuals considered for a R.I.F. for a period of the three (3) years immediately prior to the R.I.F, if available. Where a supervisor lacks familiarity with an individual's performance (e.g., a new supervisor), the Superintendent may assign the evaluation to a present or past district administrator or supervisor who has greater familiarity with the individual's performance. The Superintendent may devise such other measures as he or she deems necessary to address with situations where implementation of the performance rating cannot occur in the normal manner, so long as such measures are rationally designed to award points to professional personnel based on the employee's performance.

4. Selection Based on Scores The Superintendent shall total the points for service and performance. The person with the lowest score shall be the person who is released. The computations of the Superintendent, plus the rating forms on the persons considered for release, shall be available for review by the person released.
5. Transfer/Reassignments If, as a result of the application of the selection criteria, a person is selected to be released from the affected program, but such person is tenured and qualified for another program within the District in which a vacancy exists, that person shall be considered for transfer/reassignment to the other program.
6. Termination Each classified employee terminated pursuant to this policy shall be entitled to the procedural rights provided under the applicable New Mexico statutes and regulations governing the termination of classified personnel. The written decision of the Superintendent, to the extent required by statute and regulation, shall clearly specify that the termination resulted from a R.I.F. and not from any cause personal to the person released.

E. Appeal

Appeals to an independent arbitrator from termination or discharge pursuant to this policy are governed by the provisions of NMSA 1978, Section 22-10A-25, NMSA

1978 22-10A-28, respectively, and any applicable regulations of the State Secretary of Education.

F. Recall of Released Staff

For a period of one year after the effective date of the discharge or termination of any employee pursuant to this policy, the Superintendent shall offer to such person any position(s) which becomes available for which such person is licensed and qualified, provided that such person has complied with the requirements specified below.

1. Every person discharged or terminated under this policy who wishes to be considered for recall, in the event that an opening occurs, must file with the Superintendent, within thirty (30) days after the effective date of the discharge or termination, a written statement indicating a desire to be considered for recall and providing an address at which the person may be contacted. Such person must notify the Superintendent of any change in address within ten (10) days after changing residences in order to insure proper notification in the event of a recall.
2. In the event that more than one interested person who was discharged or terminated within the calendar year prior to recall is qualified for the position by experience, training, and/or licensure to which a person will be recalled, the selection criteria of this policy will be applied to determine which person is to be recalled. The points accrued for "Service in District" and "Performance" shall be the same as when the persons were discharged or terminated, but additional points for any additional education earned after the discharge or termination which is directly related to the recalled individual's assignment shall be credited and considered.
3. Any person selected for recall hereunder shall receive written notification of the recall, by certified mail, at the address provided. The recalled person must accept the position offered through recall in writing. Such acceptance must be received in the Superintendents office within fifteen (15) calendar days after mailing of the recall notice to the person. Rejection of the offer, in writing or by failure to timely respond, shall result in forfeiture by the recalled person of any further recall rights under this policy. Thereafter, an offer of recall will be made to the next person qualified to be recalled, or if there is none, the position will be filled by another qualified applicant.
4. Any person recalled pursuant to this policy shall have all accrued but unused sick leave restored and be given credit for all years of previously-credited service for salary purposes.
5. After the one-year recall period has expired, any person discharged or terminated under this policy shall no longer have any right to be recalled. Such persons who wish to be reemployed thereafter shall file applications for employment and will be treated as would any other applicant for a vacant position.

In the event legislation is passed which requires the Superintendent to reduce professional school personnel, for any reason, the Superintendent shall follow the legislative procedures, if any, in lieu of this policy.

In the event State Secretary of Education orders are entered which have the effect of revising the district's boundaries to exclude school facilities previously operated by the district, reducing the district's enrollment, or reassigning professional school personnel to another district, or other state board orders resulting from exercise of its legislative powers, then the procedures described in the State Secretary's order for transfer of school facilities, students, and personnel shall be followed in lieu of this policy. Unless a different procedure is mandated by law, the termination or discharge of school employees in compliance with a State Secretary order shall be governed by NMSA 1978, Statutes 22-10A-24, 22-10A-25, 22-10A-27, and 22-10A-28, if applicable.

V. GRIEVANCE RESOLUTION PROCEDURES

The employee grievance resolution procedures described herein are applicable only to the provisions of this agreement. Certain matters not covered in this agreement may be grieved through the grievance resolution procedures provided in Board policy.

1. General Procedural Requirements

- a. Any employee or group of employees may use this procedure. If the grievance affects a group of employees, the grievance may be submitted by the party in interest. However, a grievance cannot be filed by a former employee after the effective date of termination or discharge from employment.
- b. All grievances must be filed on official forms available in the offices of the superintendent and building principals and through TAL building representatives and officers (SEE APPENDIX VI).
- c. A grievance must be initiated at Level 1 within ten (10) work days of the date upon which the grievant became aware of the circumstances which gave rise to the grievance.
- d. No person shall suffer retaliation, recrimination, discrimination, harassment, or be otherwise adversely affected because of his/her use of this grievance procedure.
- e. Whenever possible, any grievance conference or hearing at any level shall be scheduled during a mutually convenient time that does not conflict with the regularly scheduled school day.
- f. A grievant requiring the attendance and testimony of other employees shall have the right to bring such witnesses as are willing to testify in his or her behalf. Any necessary substitutes or released time shall be provided and the expense borne by the school district when hearings must be scheduled during the work day.
- g. A separate confidential file shall be maintained by the school district for grievances. All documents produced during the processing of a grievance shall

be stored therein. Only the parties to the grievance and their specified representatives shall have access to the documents.

- h. All parties shall maintain confidentiality with regard to the proceedings, and the resolution of the grievance shall not be made public unless agreed to by the grievant and the superintendent.
- i. Nothing contained herein shall be construed to limit in any way the ability of the District and the grievant to resolve any grievance by informal means, and nothing herein shall be construed as requiring resort to the formal procedures when grievable problems arise.
- j. A grievant may terminate the process at any level if he/she indicates in writing a desire to do so, accepts the resolution at that level, or fails to pursue his/her grievance by filing at the next level within the specified time limit.
- k. The time limits at any level may be extended by mutual agreement between the grievant, on one hand, and the supervisor, superintendent, review committee, or Board, on the other.
- l. Nothing prevents an employee, acting individually, from presenting a grievance without the intervention of TAL. At a hearing on a grievance brought by an employee individually, TAL (represented by an officer of TAL) shall be afforded the opportunity to be present and make its views known.
- m. An officer of TAL shall, upon request by the grievant, be present and may represent the grievant at each level of the grievance procedure. If the grievant chooses to avail himself/herself of TAL representation, he/she must submit a copy of the grievance to the TAL president within two (2) days of filing the grievance (see Level 2 below). If the grievant chooses not to avail himself/herself of TAL representation, such choice must be documented in the form of a written waiver releasing TAL from any participation in the grievance process.

2. Procedural Steps

a. LEVEL 1 (Informal Conference)

Prior to the filing of a formal written grievance, the grievant shall first discuss his/her grievance with his/her immediate supervisor in a good-faith attempt to resolve the grievance prior to the filing of a formal grievance. At the option of the grievant, this may be done privately between the grievant and supervisor or may also include the presence of a TAL officer (see General Procedural Requirements above).

b. LEVEL 2 (Supervisor)

If the grievant is not satisfied with the discussion and disposition of his/her grievance at Level 1, he/she may file a written grievance with his/her immediate supervisor within ten (10) work days after becoming aware of the situation resulting in the filing of the grievance. At this point the grievant may submit a

copy of the grievance to the TAL president pursuant to GENERAL PROCEDURAL REQUIREMENT #1, Paragraph m. It is the grievant's responsibility to keep the TAL president informed of all matters regarding the grievance if TAL representation is desired by the grievant.

Although no hearing or conference is required at this level, the immediate supervisor shall have the discretion to require a hearing or conference and gather such evidence prior to the preparation of the decision as he/she, in his/her discretion, feels would assist in any appropriate resolution of the grievance. The TAL president shall be notified of the scheduled hearing. The hearing or conference, shall be as informal as possible and shall be conducted as the immediate supervisor, in his/her discretion, believes is appropriate for a full understanding of the grievance, the position of the grievant, and the evidence supporting that position. The immediate supervisor shall communicate his/her proposed resolution in writing to the grievant within five (5) work days of the filing of the grievance.

c. LEVEL 3 (Superintendent)

If the grievant is not satisfied with the resolution of the grievance at Level 2, or if the supervisor fails to issue a proposed resolution within the time limit set forth above, the grievant may file the grievance with the superintendent within five (5) work days after the resolution was rendered or was due, if none was received. The superintendent shall conduct a closed informal hearing with the parties in interest to the grievance within five (5) work days after receipt of the grievance. The TAL president shall be notified of the scheduled hearing. The hearing by the superintendent shall be as informal as possible and shall be conducted as he/she feels is appropriate for a full understanding of the grievance. The superintendent shall have the right to ask any questions of the interested parties as he/she deems necessary. Within five (5) work days following the hearing, the Superintendent shall render his/her written proposed resolution to the parties in interest.

d. LEVEL 4 (Board of Education)

If the grievant is not satisfied with the resolution of the grievance at Level 3, or if the Superintendent fails to issue a proposed resolution within the specified time limit, the grievant may make a written request to the Superintendent for a hearing with the Board within five (5) work days after the Superintendent's resolution was rendered or was due, if none was received. The Board shall appoint a grievance review committee which shall be composed of three (3) persons from the following staff categories: one (1) professional employee of the district, exclusive of TAL officers; one (1) administrator (other than the superintendent or administrator involved); and one (1) classified employee of the district.

The members, and an alternate for each committee position, shall be appointed by the Board. The committee shall select its chairperson prior to the processing of any grievance. The chairperson of the committee shall schedule an informal hearing within five (5) work days of receipt of the grievance. If a committee member is unable to participate in the informal hearing, that committee member

will be replaced by a previously Board-designated alternate from within the employee category of the non-attending member.

The procedure for the hearing shall be as follows:

- (1) The grievant shall present his/her grievance first, through testimony, witnesses, documents, etc. Reasonable cross-examination may be allowed by the other party or parties in interest, if any, as long as said cross-examination is contributing to clarification of issues or resolution of differences, as determined by the chairperson of the grievance review committee.
- (2) The other party or parties in interest, if any, shall present responses to the grievance. Reasonable cross-examination may be allowed by the other party or parties in interest, if any, as long as said cross-examination is contributing to clarification of issues or resolution of differences, as determined by the chairperson of the grievance review committee.
- (3) The committee may ask any questions that it deems necessary.
- (4) Arrangements to make a taped recording or to keep minutes of the proceeding shall be made by the chairperson. A verbatim written transcript is not required, but any minutes or other written record shall fairly reflect the substance of the hearing.
- (5) Within five (5) work days following the date of the hearing, the committee shall transmit its findings and recommendations for proposed resolutions to the Board. Within ten (10) work days of receipt of the findings and recommendations, the Board shall accept the recommendations of the committee by a majority vote or agree to hear the grievance.

The holding of a hearing by the Board is discretionary with the Board, and such decisions shall be made by the Board at its next regularly scheduled meeting after receipt of the written request for a hearing. If the Board rules that it is appropriate to hear the grievance, it shall set the date for such hearing and the parties in interest shall be notified by the Superintendent. The TAL president shall be notified of the scheduled hearing. The parties in interest, and TAL, shall submit written statements of position which shall be delivered to the Board members at least five (5) work days prior to the hearing. In addition, any other documentary evidence desired to be reviewed by the Board shall be submitted at this time. The hearing shall be conducted as follows:

- (1) Each party in interest to the grievance shall have the opportunity to present oral statements limited to 30 minutes each. The presentation shall be limited to a review of evidence previously presented, unless the Board, in its discretion, allows new evidence to be presented during the hearing. Evidence may not be cross-examined by the other party in interest.
- (2) Since grievances are personnel matters, the hearing shall be conducted in an executive session, unless the grievant requests a public hearing, in which case the hearing must be open.

(3) The Board may make such inquiries of any party in interest as it deems necessary or appropriate.

(4) The Board shall render a written decision within thirty (30) calendar days. In arriving at its decision, the Board has complete discretion in fashioning such relief, if any, as it believes is appropriate, regardless of the relief requested.

All written statements and documents presented by all parties to a grievance and all formal opinions and recommendations incident thereto shall be filed in a closed confidential file in the office of the Superintendent at the time of the final resolution of the grievance. Disposal of such documents shall be handled according to the state's Records and Retention Schedule.

W. DURATION

This agreement shall take effect on July 1, 2007, and shall remain in full force and effect through June 30, 2012.

However, negotiations shall be resumed on an annual basis in order to discuss (1) the salary schedules for personnel, and (2) the increment schedule for extra-curricular duties.

Collective bargaining sessions dealing with these issues are to commence each year on or about March 1, but in no case more than two weeks after the conclusion of the annual PED Budget Workshop.

In addition, negotiations during the term of this agreement shall be resumed within fifteen (15) work days whenever provisions of the agreement are found to be contrary to law or regulation. Furthermore, bargaining on any topic addressed in the agreement shall be resumed within fifteen (15) work days if either party requests in writing that negotiations resume, and the other party agrees that a need exists to do so. The written request to reopen negotiations must specify the topic(s) to be discussed and provide justification for the resumption of bargaining. If the petitioned party agrees that discussion of the specified topic(s) is warranted, a negotiating session shall be scheduled. If said party declines to negotiate at that time, it need not state its reasons for this decision.

X. SAVINGS CLAUSE

If any provision of these agreements is or shall at any time be declared contrary to law or applicable regulation, then such provision shall not be applicable or performed or enforced and all other provisions of these agreements shall continue in full force and effect.

II. PROVISIONS APPLICABLE ONLY TO CLASSIFIED EMPLOYEES

A. REQUIREMENTS FOR EMPLOYMENT

All classified personnel must file with the Superintendent of Schools as a condition of employment:

1. a completed application with all supporting documentation,
2. a valid license (if required) for the position held,
3. official verification of high school graduation or completion of GED requirements,
4. suitable evidence of date of birth,
5. evidence of satisfactory background check, and
6. any other documents required by local, state, or federal regulations.

B. WORK DAY

1. Instructional Assistants and Library Assistants are generally on duty seven and one-half (7.5) hours daily, exclusive of any employee lunch breaks provided. They are subject to duty assignments during student lunch periods. Starting and ending times may vary depending on work site and individual job responsibilities.
2. Building-Level Secretarial/Clerical/Bookkeeping Personnel are generally on duty seven and three-quarter (7.75) hours daily, exclusive of the employee lunch breaks provided. They are subject to duty assignments during student lunch periods. Starting and ending times may vary depending on work site and individual job responsibilities.
3. Custodial and Maintenance Personnel are generally on duty eight (8) hours daily, Monday through Friday, exclusive of the employee lunch breaks provided. Starting and ending times may vary depending on work site and individual job responsibilities.
4. The length of the work day for Cafeteria Personnel is based on position and job responsibilities, with starting and ending times being determined by the cafeteria manager. The usual work week is Monday through Friday. Exclusive of any employee lunch breaks provided, daily hours generally consist of the following:

Assistant manager:	six and one-half (6.5) hours
Head Cook:	six and one-half (6.5) hours
Cooks:	six and one-half (6.5) hours
Servers:	three (3) hours

C. WORK YEAR

1. Instructional Assistants and Library Assistants are generally on duty one hundred eighty three (183) days annually.
2. High School and Mid School Secretaries are generally on duty two hundred fifteen (215) days annually.

3. Elementary School Secretaries are generally on duty two hundred ten (210) days annually.
4. Custodial and Maintenance Personnel are generally on duty two hundred sixty (260) days annually, with twelve (12) days of paid vacation and nine (9) designated holidays per year. A tenth holiday is designated for fiscal years that include 261 workdays.
5. Cafeteria Personnel are generally on duty one hundred eighty three (183) days annually, except employees serving exclusively as Food Service Cashiers, who are on duty one hundred eighty one (181) days.
6. The District may exercise its discretion to offer contracts of shorter or longer duration whenever necessary to meet local, state, or federal goals, guidelines, or requirements.

D. CRITERIA FOR SALARY SCHEDULE PLACEMENT

Personnel paid on classified salary schedules are assigned positions on the schedules based on years of experience and on the nature of work previously performed. An individual must have worked at least six (6) months in a full-time position to be credited with one year of experience.

Classified experience within the district is interchangeable for the purpose of determining salary schedule step placement, so that employees transferring from one kind of work to another assignment are not penalized.

Instructional Assistants shall receive credit on the salary schedule for having earned either an Associates or a Bachelors degree in any field. For purposes of salary schedule placement only, an Instructional Assistant having earned at least 64 semester hours of credit will be considered as having completed an Associates degree, and an Instructional Assistant having earned at least 128 semester hours of credit will be considered as having completed a Bachelors degree.

Contracts of classified employees shall be based on the salary schedules, with task increments and time increments (extended contracts) added at the discretion of the superintendent.

For the 2008-09 school year only, any "market-based" task increment paid by the superintendent will be increased from its 2007-08 level by at least the same percentage as the base salary increase for the individual receiving the increment. Except for this provision, the amount of the increment is set by the superintendent outside the parameters of the negotiated agreement.

Salary schedule placement shall be finalized on October 1st of each school year. Training and experience allowable at that time shall determine the salary for the year.

E. PAYROLL SCHEDULE

Classified employees are paid twice monthly; on or about the fifteenth and on or about the final day of the month. Paychecks are issued in twenty-four (24) equal installments.

During the regular school year, an employee may elect to receive a regular printed paycheck or have their payroll amount sent as a direct deposit to a U.S. financial institution of the employee's choosing (valid routing and account numbers required of the employee). Instructions regarding the disposition of the checks must be communicated in writing to the business office.

Beginning with the first scheduled payroll falling after the close of the regular school year, classified personnel, with the exception of 12-month employees, have three options in the disposition of paychecks for the remainder of the fiscal year ending June 30. The paychecks may be picked up at the business office, mailed to the employee, or sent as a direct deposit to the employee's U.S. financial institution. Instructions regarding the disposition of the summer pay must be communicated in writing to the business office. Any difference in pay disposition instructions from those provided for during the school year must be received no later than one week prior to the close of the regular school year in order to be honored.

F. OVERTIME COMPENSATION

The Lordsburg Municipal School District (LMS) will follow all requirements set forth in the Fair Labor Standards Act (FLSA). Non-exempt employees covered by the FLSA will be identified and compensated for overtime hours in accordance with this policy. All district supervisors and administrators must ensure that FLSA provisions relating to overtime and hours worked are strictly adhered to, in compliance with federal law.

I. DEFINITIONS

"Compensatory (comp) time" means time off in lieu of monetary compensation for time worked beyond the employee's regularly scheduled work hours within any given workweek. Compensatory time is calculated at one hour for each extra hour worked in any one workweek, and it is calculated at one and one-half hours for each overtime hour worked in any one workweek.

"Non-exempt employees" means those employees included in the overtime provisions of FLSA, i.e., all non-professional employees except those having significant discretionary authority in their assignments and making an annual salary beyond the base threshold set within the FLSA.

"Extra hours" means hours worked in excess of an employee's regularly scheduled work hours and up to forty hours within any one workweek.

"Overtime hours" means hours worked in excess of forty hours in any one workweek.

"Workweek" means a seven-day period beginning at 12:01 a.m. on Sunday and ending at midnight on the following Saturday.

II. WORK HOURS

All non-exempt employees shall be scheduled to work forty hours or less per week within the established workweek unless dual assignments meeting the Superintendent's approval are made.

LMS is not required by law to provide paid rest breaks. However, for non-exempt employees not receiving a lunch break, a paid rest break of up to fifteen minutes may be granted at their supervisor's discretion. Any granted rest break shall not be used to adjust the employee's work schedule to allow for late arrival or early leaving on any basis. Any granted rest break not taken when granted will be forfeited and cannot be "made up" at any other time.

Regular work schedules are determined individually by the supervisor and are subject to the Superintendent's approval.

Employees must have supervisor approval before working through a scheduled lunch break and before working any extra hours and/or overtime hours.

Any full time employee whose regular work week is less than 40 hours per week may be assigned additional work that brings the employee's workweek up to 40 hours before he/she is eligible for overtime compensation.

III. EXTRA AND OVERTIME HOURS

Non-exempt employees who work extra hours and/or overtime hours shall be compensated either monetarily or by being granted compensatory time as defined in this policy. Payments or comp time accrual shall be computed on the basis of hours actually worked during a single workweek, as recorded on the employee's timesheet. Holidays, vacation, sick leave, emergency leave, and any other hours paid but not worked are not hours worked for the purpose of calculating compensation for extra and overtime hours.

Extra and overtime hours shall not be used routinely to complete regular job responsibilities. A non-exempt employee will be allowed to work hours in excess of the employee's regularly scheduled hours only upon the written prior approval of his or her immediate supervisor, except in case of emergency. In the event of an emergency, the employee must make a reasonable attempt to obtain prior approval from his or her supervisor for any extra and overtime hours involved. If prior approval cannot be obtained, the employee must notify the supervisor as soon as possible that excess hours were worked and the nature of the contributing emergency.

Any employee who works extra or overtime hours without authorization by his or her supervisor may be subject to disciplinary action, up to and including termination.

The employee's timesheet, for the workweek during which excess hours were worked, must include verifiable documentation of the additional hours worked.

IV. COMPENSATION FOR EXTRA AND OVERTIME HOURS

A non-exempt employee who has worked extra and/or overtime hours will be compensated by receiving compensatory time if deemed practicable and if approved in writing by the Superintendent or his/her designee. Earned compensatory time must be used within fifteen days of when it was earned.

Compensatory time shall not be accrued in excess of twenty hours. An employee who has accrued twenty compensatory hours may work additional overtime only with approval of the Superintendent or his/her designee. Such employee who has accrued twenty hours of compensatory time shall, for all additional overtime hours of work approved by the Superintendent, be paid overtime.

If the supervisor determines that compensatory time is not practicable in any set of circumstances, the Superintendent may approve monetary compensation for the extra and overtime hours worked.

V. RECORDS

All non-exempt employees covered by this policy are required to maintain a daily time record per district procedures, showing actual hours worked and noting the times taken for meal periods. The employee's immediate supervisor must sign the employee's timesheet for the workweek, acknowledging that the hours worked set forth on the record are true and accurate.

Failure to maintain accurate time records, or falsification of such records, may be grounds for disciplinary action. An employee shall never work unreported extra or overtime hours, and no supervisor shall knowingly allow this to occur.

VI. EMPLOYEE VOLUNTEERS

Non-exempt employees may not volunteer their time and service with LMS when the volunteer hours involve the same or substantially similar type of service for which the employee is employed to perform. In other words, these employees may not volunteer to do what they are otherwise paid to do. Factors to consider in determining whether this policy is being complied with include:

- A. The duties of the employee; and
- B. The facts and circumstances in each particular case, including whether the volunteer service is closely related to the actual duties performed by or responsibilities assigned to an employee.

VII. ON-CALL STATUS

A non-exempt employee who is required to remain on call on the employer's premises, or so close thereto that the employee cannot use the time effectively for his/her own purposes, is working while "on-call." An "on-call" employee who is not required to remain on the employer's premises, but is merely required to leave word where he/she may be reached, either by telephone or electronic communication device (i.e., waiting to be engaged), is not considered to be working while "on-call." When the employee in such a situation is notified to report for work, only the hours worked and travel time to and from the work place are counted as hours worked. If, however, the "on-call" conditions are so restrictive that the employee is not free to use the intervening periods effectively for his/her own purposes (i.e., engaged to wait), such waiting time "on-call" will also be counted as hours worked. Supervisors may only assign employees to be restrictively "on-call" with the Superintendent's approval.

VIII. TRAVELING AWAY FROM HOME/COMMUNITY

Travel that keeps a non-exempt employee away from home overnight is travel away from home/community. Travel time away from home/community is work time when it cuts across the employee's regular scheduled workday. The time is not only hours worked on regular workdays during normal working hours but also the corresponding hours on non-workdays. Therefore, if an employee regularly works from 8:00 a.m. to 5:00 p.m. Monday through Friday, the travel time during these hours is work time on Saturday and Sunday as well as other days. Regular meal periods are not counted. That time spent in travel away from home outside of regular working hours as a passenger on an airplane, train, bus or car is not considered work time. However, if an employee is the operator of the vehicle used in such travel, time spent outside regular working hours operating the vehicle for travel purposes shall be considered as work time.

IX. EMPLOYEES NOT COVERED BY OVERTIME COMPENSATION PLAN

This overtime compensation plan does not apply to executive, administrative, professional or licensed teacher employees.

X. ACKNOWLEDGEMENT FORM

All employees who are in overtime compensation covered positions shall be given a copy of this policy and sign an "acknowledgement" form as a condition of employment.

III. PROVISIONS APPLICABLE ONLY TO PROFESSIONAL EMPLOYEES

A. REQUIREMENTS FOR EMPLOYMENT

All professional personnel must file with the superintendent of schools as a condition of employment:

1. a completed application with all supporting documentation,
2. a valid license for the position held,
3. complete and official transcripts of college or university coursework completed,
4. suitable evidence of date of birth,
5. evidence of a satisfactory background check, and
6. any other documents required by local, state, or federal regulations.

B. WORK DAY

The standard work day for professional personnel is seven and one-quarter hours in length. It may be extended as necessary to accommodate school-sponsored programs, activities, and athletic events. All such programs, activities, and athletic events shall be scheduled in such a manner as to be consistent with established district goals and objectives.

Professional employees are entitled to a duty-free lunch period of not less than thirty (30) minutes. However, they may voluntarily relinquish the duty-free lunch period, in which case they shall be compensated for any assigned duties performed during that period of time.

C. WORK YEAR

The regular work year for professional employees is (1) one hundred eighty-five days annually for those who taught in the district the previous year and (2) one hundred eighty-seven days annually for those new to the district. Annually, one of these work days occurring prior to the beginning of classes will be provided to teachers without obligations other than classroom preparation unless state-imposed requirements make this nonfeasible.

The District may exercise its discretion to offer contracts of shorter or longer duration whenever necessary to meet local, state, or federal goals, guidelines, or requirements.

D. CRITERIA FOR SALARY SCHEDULE PLACEMENT

Every new professional employee shall receive credit on the salary schedule for the highest degree earned in any field, as well as all semester hours (or quarter hours converted to semester hours) beyond the degree, as verified by official transcripts. All semester hours (or quarter hours converted to semester hours) of credit which are applicable to the salary schedule must be earned after the most recent degree is granted. In the event that no such degree has been earned, such credits recorded on official transcripts after the employee completes educational licensure requirements or is issued a license by the PED's Licensure Unit shall be considered applicable to the salary schedule.

Subsequent credits must be related to K-12 education in order to be applicable to the salary schedule. The superintendent shall be the sole judge of whether subsequent credits are relevant to K-12 education and allowable toward advancement on the salary schedule.

One year of experience is granted for instructors employed full-time for at least ninety days of instruction in a given school year. Two or more partial years shall not be added together to accomplish the ninety days required.

Contracts of professional employees shall be based on the salary schedules, with academic task increments and time increments (extended contracts) added at the discretion of the superintendent.

For the 2008-09 school year only, any "market-based" task increment paid by the superintendent will be increased from its 2007-08 level by at least the same percentage as the base salary increase for the individual receiving the increment. Except for this provision, the amount of the increment is set by the superintendent outside the parameters of the negotiated agreement.

Salary schedule placement shall be finalized on October 1st of each school year. Training and experience allowable at that time shall determine the salary for the year.

E. PAYROLL SCHEDULE

Professional employees shall be paid in twelve (12) equal installments on or about the fifteenth of each month beginning in September and ending in May, with the final three installments being payable on or about June 15. Professional employees shall have the option of being paid in thirteen (13) equal installments, with the first installment being on or about August 15.

The first installment for professional personnel who work more than nine months but who do not work twelve months shall be due August 15, and shall be based on the amount of time worked through that date. Payments of the remainder of the salary due for the year shall be in eleven equal installments and shall be paid on the fifteenth of each month thereafter.

During the regular school year, an employee may elect to receive a regular printed paycheck or have their payroll amount sent as a direct deposit to a U.S. financial institution of the employee's choosing (valid routing and account numbers required of the employee). Instructions regarding the disposition of the checks must be communicated in writing to the business office.

Beginning with the first scheduled payroll falling after the close of the regular school year, professional personnel, with the exception of 12-month employees, have three options in the disposition of remaining paychecks for the current contract. The paychecks may be picked up at the business office, mailed to the employee, or sent as a direct deposit to the employee's U.S. financial institution. Instructions regarding the disposition of the summer pay must be communicated in writing to the business office. Any difference in pay disposition instructions from those provided for during the school year must be received no later than one week prior to the close of the regular school year in order to be honored.

APPENDICES

- I. Definitions**
- II. Classified Salary Schedule**
- III. Professional Salary Schedule**
- IV. Extracurricular Increment Salary Schedule**
- V. Extended Sick Leave Form**
- VI. Grievance Form**

DEFINITIONS

“Classified Employee” is one whose duties and job responsibilities require, as a minimum, a high school diploma or equivalent and, in some instances, may also require additional education, passage of a licensing examination, or the appropriate license issued by the Licensure Unit of the New Mexico Public Education Department.

Employees of the school district who are considered classified personnel include (but are not limited to): secretaries, bookkeepers, custodians, maintenance employees, cafeteria employees, resource liaisons, health assistants, technology specialists, instructional assistants, and library assistants.

“Collective Bargaining” means the act of negotiating between the employer and the exclusive representative for the purpose of entering into a written agreement regarding wages, hours and other terms and conditions of employment.

“District” is the term used to refer to the Lordsburg Municipal School District. For collective bargaining purposes, this entity constitutes the public employer.

“Employee” means a regular, full-time employee of the District. The term does not include temporary or seasonal employees, student employees, volunteers, substitutes, nor does it include supervisory, managerial, confidential employees, thus excluding administrators, administrative office staff, and salaried classified staff.

“Employer” means the Board.

“Exclusive Representative” means a labor organization that represents all employees in an appropriate bargaining unit for the purpose of collective bargaining.

“Exempt Employee” is one who, in addition to meeting other conditions, receives the same predetermined amount each pay period, regardless of the quality or quantity of work completed.

“Grievant” is an employee who is personally and directly affected by a condition for which he or she seeks a resolution.

“Grievance” is an allegation by an employee that there has been a violation, a misinterpretation or an inequitable application of one or more provisions of this collective bargaining agreement that directly and adversely affects the grievant. A single grievance may be submitted jointly by more than one grievant.

“Lockout” means an act by the employer to prevent employees from reporting to work and performing services for the purpose of resisting demands of the employees’ exclusive representative or for the purpose of gaining a concession from the exclusive representative.

“Parties In Interest” are the grievant and the supervisor or other employee(s) of the district whose conduct or actions are the subject of a grievance.

“Professional Employee” means an employee whose work is predominately intellectual and varied in character and whose work involves the consistent exercise of discretion and judgment in its performance and requires knowledge of an advanced nature in a field of learning customarily requiring specialized study at an institution of higher education or its equivalent. The work of a

professional employee is of such character that the output or result accomplished cannot be standardized in relation to a given period of time.

Professional employees include classroom instructors, guidance counselors, librarians, school nurse, educational diagnostician, ancillary service providers and administrators. However, when referring to professional employees in relation to collective bargaining, administrators are excluded, as are those personnel whose employment status renders them ineligible to receive the full range of employee benefits offered by the District.

“Resolution” is the proposed written decision by the appropriate administrator(s), grievance review committee, Board, or arbitrator in response to a grievance.

“RIF” is the acronym for Reduction In Force. The term refers specifically to a situation in which employees must be discharged from their positions during the term of their contracts for reasons defined in the District’s Official Policy Manual.

“Salaried Classified Employee” is a classified employee who is exempt from overtime requirements of the FLSA due to having significant discretionary authority in his/her assignment and making an annual salary beyond the base threshold set within the FLSA.

“Strike” means an employee’s refusal, in concerted action with other employees, to report for duty or his/her willful absence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in conditions, compensation, rights, privileges or obligations of employment. This definition includes, but is not limited to, such actions as sick-outs, work slow downs, mass resignations and sympathy strikes.

“TAL” is the acronym for the Teachers Association of Lordsburg. This labor organization is the exclusive representative of the District’s classified and professional employees, excluding administrators, administrative office employees, and salaried classified employees.

“Work Day” is defined as that period of time during which employees are expected to be on duty.

“Work Year” is defined as the number of work days that employees are expected to be on duty.

Lordsburg Municipal Schools

Classified Salary Schedule 2009-10

Exp	Instructional Assistant			Secretarial/Clerical		Food Service		Maintenance	
	HS/GED	AA	BA	School	Admin	Cashier	Server/Cook	Custodian	Maintenance
0	9.52	10.64	11.69	9.00	10.00	8.13	8.27	10.08	11.58
1	9.53	10.65	11.70	9.01	10.01	8.14	8.28	10.09	11.59
2	9.65	10.79	11.85	9.24	10.26	8.33	8.47	10.20	11.72
3	9.77	10.93	12.00	9.47	10.52	8.52	8.66	10.31	11.85
4	9.89	11.06	12.15	9.70	10.78	8.71	8.85	10.43	11.99
5	10.01	11.20	12.30	9.94	11.05	8.90	9.05	10.55	12.13
6	10.14	11.34	12.45	10.19	11.32	9.10	9.24	10.67	12.27
7	10.26	11.48	12.61	10.45	11.61	9.31	9.45	10.79	12.41
8	10.39	11.63	12.76	10.71	11.90	9.52	9.66	10.92	12.55
9	10.52	11.77	12.92	10.98	12.19	9.73	9.87	11.04	12.69
10	10.65	11.92	13.09	11.25	12.50	9.95	10.08	11.17	12.84
11	10.78	12.07	13.25	11.53	12.81	10.17	10.31	11.30	12.99
12	10.92	12.22	13.41	11.82	13.13	10.40	10.53	11.43	13.14
13	11.06	12.37	13.58	12.11	13.46	10.64	10.76	11.56	13.29
14	11.19	12.53	13.75	12.42	13.80	10.88	11.00	11.69	13.44
15	11.33	12.68	13.92	12.73	14.14	11.12	11.24	11.83	13.59
16	11.48	12.84	14.10	13.04	14.49	11.37	11.49	11.96	13.75
17	11.62	13.00	14.27	13.37	14.86	11.63	11.74	12.10	13.91
18	11.76	13.16	14.45	13.70	15.23	11.89	12.00	12.24	14.07
19	11.91	13.33	14.63	14.05	15.61	12.16	12.26	12.38	14.23
20	12.06	13.49	14.82	14.40	16.00	12.43	12.53	12.52	14.39
21	12.21	13.66	15.00	14.76	16.40	12.71	12.81	12.67	14.56
22	12.36	13.83	15.19	15.13	16.81	12.99	13.09	12.81	14.73
23	12.52	14.01	15.38	15.50	17.23	13.29	13.38	12.96	14.89
24	12.67	14.18	15.57	15.89	17.66	13.58	13.67	13.11	15.07
25	12.83	14.36	15.76	16.29	18.10	13.89	13.97	13.26	15.24
26	12.99	14.54	15.96	16.70	18.55	14.20	14.28	13.41	15.41
27	13.15	14.72	16.16	17.11	19.01	14.52	14.59	13.57	15.59
28	13.32	14.90	16.36	17.54	19.49	14.85	14.91	13.72	15.77
29	13.48	15.09	16.57	17.98	19.97	15.18	15.24	13.88	15.95
30	13.65	15.28	16.77	18.43	20.47	15.52	15.58	14.04	16.14

Upon initial employment, employees will be credited with all prior years of verified experience directly applicable to the position.

An individual must have worked six (6) months in a full-time position to be credited with one (1) year of experience.

Unless otherwise specified on individual contracts:

- Instructional Assistants work a 7.5-hour day, a 5-day work week, and a 183-day work year.
- Instructional Assistants must meet the NM-defined criteria of a "Highly Qualified Paraprofessional."
- Admin Office Secretarial/Clerical positions are based on a 7.5-hour day and a 5-day work week.
- School Secretarial/Clerical positions are based on a 7.75-hour day and a 5-day work week.
- F.S. Cashier positions are based on a 4-hour day, a 5-day work week, and a 181-day work year.
- F.S. Server positions are based on a 3-hour day, a 5-day work week, and a 183-day work year.
- F.S. Cook positions are based on a 6.5-hour day, a 5-day work week, and a 183-day work year.
- F.S. Head Cook positions receive a \$2318 per year increment additional to Server/Cook wage earned.
- F.S. Assistant Manager position receives a \$2833 per year increment additional to Server/Cook wage earned.
- All Maintenance positions are based on an 8-hour day, a 5-day work week, and a full year (260 d) schedule.
- All 260-day Maintenance positions are granted these paid holidays: Independence Day, Labor Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Day, Good Friday, Memorial Day.
- On school years including a 261st day, 260-day employees have New Year's Eve as an additional holiday.

Lordsburg Municipal Schools

Professional Salary Schedule 2009-10

Exp	BA		BA+15		MA BA+45			MA+15			MA+45		
	L-1	L-2	L-1	L-2	L-1	L-2	L-3	L-1	L-2	L-3	L-1	L-2	L-3
0	34140		35150		36075			36175			37075		
1	34141		35151		36076			36176			37076		
2	34341		35351		36376			36476			37376		
3	34541	40300	35551	40600	36676	41300		36776	41400		37676	41800	
4	34741	40301	35751	40601	36976	41301		37076	41401		37976	41801	
5	34941	40401	35951	40701	37276	41401	50100	37376	41501	50200	38276	41901	50400
6				40801		41501	50101		41601	50201		42001	50401
7				40901		41601	50201		41701	50301		42101	50501
8				41001		41701	50301		41801	50401		42201	50601
9				41101		41801	50401		41901	50501		42301	50701
10				41201		41901	50501		42001	50601		42401	50801
11						42001	50601		42101	50701		42501	50901
12						42151	50751		42251	50851		42651	51051
13						42301	50901		42401	51001		42801	51201
14						42451	51051		42551	51151		42951	51351
15						42601	51201		42701	51301		43101	51501
16						42751	51351		42851	51451		43251	51651
17						42901	51501		43001	51601		43401	51801
18						43051	51651		43151	51751		43551	51951
19						43201	51801		43301	51901		43701	52101
20						43351	51951		43451	52051		43851	52251
21						43501	52101		43601	52201		44001	52401
22						43701	52301		43801	52401		44201	52601
23						43901	52501		44001	52601		44401	52801
24						44101	52701		44201	52801		44601	53001
25						44301	52901		44401	53001		44801	53201
26						44501	53101		44601	53201		45001	53401
27						44801	53301		44901	53401		45301	53601
28						45501	53501		45601	53601		46001	53801
29						46301	53701		46401	53801		46801	54001
30						46501	53901		46601	54001		47001	54201
31						46701	54101		46801	54201		47201	54401
32						46901	54301		47001	54401		47401	54601
33						47101	54501		47201	54601		47601	54801
34						47301	54701		47401	54801		47801	55001
35						47501	54901		47601	55001		48001	55201

Licensed professionals new to the district are credited with all out-of-district experience as licensed professionals serving PreK-12 students in public schools, accredited private and parochial schools, HeadStart programs, Part B special education programs, and institutions of higher learning. A minimum of ninety days of service is required within a single school year in order to be counted as a full year of experience.

Any employee wanting to move across on the schedule must submit official written verification of total credit hours, experience, and licensure to the district personnel office **no later than** October 1st of that school year.

New professionals work a 187-day school year. Returning professionals work 185 days, unless otherwise specified in their contracts.

As of July 1, 2002, the BA column ended at five years of experience.

As of July 1, 2007, the BA+15 column ended at ten years of experience.

For 2009-10, no person employed during 2008-09 on the negotiated Professional Salary Schedule will experience a decrease in salary due to implementation of the 2009-10 Professional Salary Schedule.

Lordsburg Municipal Schools

Extracurricular (Athletics/Activities) Increment Salary Schedule 2009-10

<i>Sport/Activity</i>	<i>Position</i>	<i>Employee Salary</i>	<i>Contracted Salary</i>
LHS			
District	Activities/Athletics Director	5250	n/a
LHS	Administrative Assistant	2100	n/a
Strength & Conditioning	Coordinator	2170	1730
Cheer	Head Coach	3460	2770
Cheer	Assistant Coach	1946	1556
Football	Head Coach	3460	2770
Football	Assistant Coach	1946	1556
Football	Assistant Coach	1946	1556
Football	Assistant Coach	1946	1556
Volleyball	Head Coach	3460	2770
Volleyball	Assistant Coach	1946	1556
Boys Basketball	Head Coach	3460	2770
Boys Basketball	Assistant Coach	1946	1556
Girls Basketball	Head Coach	3460	2770
Girls Basketball	Assistant Coach	1946	1556
Track & Field	Head Coach	3242	2594
Track & Field	Assistant Coach	1730	1383
Baseball	Head Coach	3242	2594
Baseball	Assistant Coach	1730	1383
Softball	Head Coach	3242	2594
Softball	Assistant Coach	1730	1383
Student Council	Head Sponsor	1297	n/a
Student Council	Assistant Sponsor	865	n/a
Junior Class	Sponsor	541	n/a
Junior Class	Sponsor	541	n/a
Junior Class	Sponsor	541	n/a
Junior Class	Sponsor	541	n/a
Yearbook	Sponsor	865	n/a
Mock Trial	Sponsor	865	n/a
Drama	Sponsor	865	n/a
BPA	Sponsor	865	n/a
Band/Chorus	Sponsor	2573	n/a

<i>Sport/Activity</i>	<i>Position</i>	<i>Employee Salary</i>	<i>Contracted Salary</i>
DTMS			
DTMS	Administrative Assistant	1730	n/a
Football	Head Coach	1946	1556
Football	Assistant Coach	1298	1038
Volleyball	Head Coach	1946	1556
Volleyball	Assistant Coach	1298	1038
Boys Basketball	Head Coach	1956	1556
Boys Basketball	Assistant Coach	1298	1038
Girls Basketball	Head Coach	1946	1556
Girls Basketball	Assistant Coach	1298	1038
Track & Field	Head Coach	1730	1383
Track & Field	Assistant Coach	1082	865
Student Council	Sponsor	651	n/a
Yearbook	Sponsor	651	n/a
Drama	Sponsor	651	n/a
Band/Chorus	Sponsor	1297	n/a

Employees receiving an Extracurricular Increment will be compensated with an additional 1.25% of the base increment for each year of documented, verifiable experience held in the same position of responsibility. This additional compensation does not apply to contracted non-employees serving as coaches/sponsors.

An "n/a" in the Contracted column indicates that the position is generally not available to non-employees.

Lordsburg Municipal Schools

EXTENDED SICK LEAVE APPLICATION

This form must be completed if absent more than 5 consecutive days.

Employee Name (please print) _____

Social Security # _____

Position _____

School Site or Location _____

Type of Leave Requested:

_____ Leave for personal illness/injury

_____ Care for immediate family member: _____

_____ Birth or placement of adopted or foster child in home

Name

Relationship

From: _____
Month/Day/Year

Through: _____
Month/Day/Year

By signing this form I stipulate that I understand the following:

- That the Lordsburg Municipal Schools (LMS) will grant to employees with at least 1,250 hours of service during the previous year (July 1 through June 30), 12 weeks of unpaid leave in accordance with the Family Medical Leave Act (FMLA) and district policy.
- That this form serves as formal notice of my intent to use Family Medical Leave.
- That I am required to use all leave to which I am entitled as part of the 12 weeks of Family Medical Leave.
- That I will be responsible for the payment of my share of insurance premiums equal to the amount currently being deducted from my pay and will pay such premiums in a timely manner. Failure to do so will result in the cancellation of my insurance benefits following a 15-day notice.
- That when both spouses are LMS employees, we will jointly be entitled to a combined total of 12 weeks under the conditions defined in LMS FMLA stipulations.
- That I will be restored to my original or equivalent position and salary at the end of my leave unless it is determined that I am in a key position as defined in LMS FMLA stipulations.
- That should I be unable to return to work at the end of my Family Medical Leave, I will be subject to normal employee policies as pertains to my leave and insurance benefits.

Employee's Signature: _____

Date: _____

PHYSICIAN'S STATEMENT

_____ This patient is under my professional care and is unable to work due to:

_____ Illness

_____ Maternity

_____ Off-Duty Injury

_____ Job Related Injury

_____ Surgery

_____ Other: _____

_____ The above named family member is under my professional care and the above named employee is required to assist in patient care.

Estimated period employee will be unable to work: From: _____ Through: _____
Month/Day/Year Month/Day/Year

When the employee does return to work, the following accommodations will be necessary: _____

Physician's Printed

Name: _____ Signature: _____ Date: _____

_____ **Approved** _____ **Disapproved** Leave Qualifies for FMLA? **Yes** **No**

Supervisor's Signature: _____ Date _____

_____ **Approved** _____ **Disapproved**

Superintendent's Signature: _____ Date _____

LORDSBURG MUNICIPAL SCHOOLS

GRIEVANCE FORM

GRIEVANT: _____

POSITION: _____

STATEMENT OF GRIEVANCE

I. Date Cause of Grievance Occurred: _____

II. Date of Informal Discussion with Party in Interest: _____

III. Description of Grievance: _____

(Attach Additional Pages, If Necessary)

IV. Relief Sought _____

V. TAL Representation Desired at Level 2? Yes No

DATE

SIGNATURE OF GRIEVANT